

COLLECTIVE BARGAINING AGREEMENT

By and Between

WHITMAN COUNTY

and

**WHITMAN COUNTY DEPUTY SHERIFF'S
ASSOCIATION**

January 1, 2024 - December 31, 2026

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ARTICLE 1 - PURPOSE

1.01 It is the purpose of this Agreement to achieve and maintain the efficiency of the Whitman County Sheriff's Office together with promoting harmonious relations between the County and the Association to provide for the rights, well-being and security of the employees of the County.

1.02 Neither the County nor the Association shall discriminate against any employee or applicant for employment because of race, religion, creed, color, national origin, gender, sexual orientation, age, disability, pregnancy, political affiliation, marital or veteran's status, or any other basis prohibited by local, state or federal law. All activities related to employment including, but not limited to, recruitment, selection, transfer, promotion, termination and training shall be conducted in a non-discriminatory manner.

ARTICLE 2 - ASSOCIATION RECOGNITION

2.01 The County recognizes the Association as the exclusive collective bargaining agent for all commissioned Deputies of the Sheriff's office, except Reserve Deputies, seasonal or temporary employees, classifications within the Corrections Department, the Sheriff and appointed positions as provided in R.C.W. 41.14. Commissioned Deputies are Deputy Sheriffs and Patrol Sergeants.

2.02 For purpose of allowing the Association to keep informed as to the personnel in the bargaining unit, the Sheriff will make available to the Association, at all reasonable times, the payroll records of the Office.

ARTICLE 3 - DUES DEDUCTION

3.01 Upon receipt of written authorization from any employee covered by this Agreement, the County will thereafter deduct from the pay of such employee the monthly dues as certified by the Association and shall transmit the same to the Association each month. It is agreed that all employees subject to this Agreement shall have the option to pay or not pay Association fees or dues. New employees who voluntarily elect to not pay Association dues and/or fees shall notify the Association and the County, in writing, not later than ninety (90) days from the commencement of their employment. Neither party shall discriminate against any employee or applicant for employment on account of membership or non-membership in the Association or other employee organizations. No member of the Association shall be discriminated against for upholding Association principles.

3.02 The written authorization for said deduction may be withdrawn, at any time, by an employee covered under this Agreement, by giving written notice to both the County and the Association.

3.03 Dues deduction authorization by the bargaining unit employee shall be on a form approved by the County.

3.04 The Association will indemnify, defend and hold the County harmless against any claims made and against any suit instituted against the County on account of any check off of Association dues. The Association agrees to refund to the Employer any amount paid to it in error on account of the check off provision upon presentation of proper evidence thereof.

ARTICLE 4 - DEFINITIONS

4.01 Probationary Period: New employees will serve a probationary period prior to becoming a regular employee.

Regular Employee: an employee will be considered a regular employee upon successfully obtaining a Washington peace officer certification, successfully completing the department FTO program, as approved by the Sheriff, and thereafter completing twelve (12) months of continuous employment in their classification. The Sheriff retains sole discretion to determine successful completion of the FTO program and successful completion of the probationary period. A 12-month probationary period to observe an employee is critical. A probationary period may be extended by mutual agreement of the Sheriff and Association.

4.02 Regular Part Time Employee: A bargaining unit employee who regularly works less than one hundred seventy-three (173) hours per month, but not less than eighty (80) hours per month and shall be entitled to the prorated accrued benefits provided for in this Agreement or an employee who regularly works less than eighty (80) hours and is not entitled to the prorated benefits provided for in this Agreement except where specifically noted.

4.043 Temporary or Seasonal Employee: Shall be an employee of the County who is hired for a specific period of time, not to exceed six (6) months, to complete a seasonal or nonrecurring work project.

4.04 Seniority as used in this Agreement, is determined by the length of an employee's continuous employment with the Sheriff's Office since the employee's last day of hire within the Department.

- A. The County will post the seniority list once per year in a noticeable place available to the employees and provide a copy to the Association. Ties in seniority are determined by lot (flip of a coin), or by mutual agreement.
- B. An employee shall lose all seniority in the event of:
 - Resignation/voluntary quitting;
 - Layoff, starting after expiration of a recall period;
 - Medical separation;
 - Retirement; or
 - Termination.

4.05 Initial Anniversary Pay Period Date: For the purposes of this Agreement, the initial anniversary pay period date is the first of the month if hired between the 1st and 15th of any month, in subsequent periods, or, if hired between the 16th and the last day of any month, the initial pay period is the 16th of the month in subsequent periods.

ARTICLE 5 - MANAGEMENT RIGHTS

5.0 Except as provided by this Agreement and Civil Service, the Sheriff shall have the right to control and supervise all operations and direct all working forces including the right to select and hire, discipline or discharge for just cause, classify, reclassify, suspend, layoff, promote, demote, or transfer employees or relieve them from duty, to control and regulate the use of all equipment and other property of the Sheriff or County, and to maintain discipline and efficiency among employees.

ARTICLE 6 - SUPERVISORY DUTIES

6.0 It is recognized that some employees, covered under this Agreement, shall perform duties of a supervisor. Nothing in this Agreement shall in any way interfere with carrying out their supervisory duties.

ARTICLE 7 - HOURS OF WORK

7.01 It is recognized that the duties of the Sheriff require seven (7) days a week, twenty-four (24) hour service to the County. For this reason, the workweek shall be as scheduled by the Sheriff insofar as such scheduling is also consistent with the needs and safety of the citizens of the County, the hours of work shall average the equivalent of a forty (40) hour work week.

7.02 The work week schedule shall consist of five (5) eight (8) hour days or four (4) ten (10) hour days with consecutive days off, unless otherwise mutually agreed to by the parties. The work schedules shall be posted no later than seven (7) days prior to a change of scheduled days off, or change of duty hours, except in bona fide emergencies, as determined by the Sheriff. Employees will be provided notice of schedule changes either directly or electronically.

7.03 Call-back: When an employee is called back to duty after the completion of their regularly scheduled shift or is called into work before the start of the regularly scheduled shift, the employee shall be paid a minimum of three (3) hours at their overtime rate of pay. This provision also applies for required court appearances.

7.04 Notwithstanding the above, in cases of bona fide emergencies, a Deputy called shall report as required, unless such Deputy is physically incapable of performing their duties. In such case, the next in seniority shall be called. If a Deputy is the last available qualified deputy on the roster, they must report as required by the Sheriff or the Sheriff's authorized supervisor.

7.05 The County agrees to comply with the provisions of the Fair Labor Standards Act (FLSA) that are relevant to this bargaining unit.

ARTICLE 8 – OVERTIME

8.01 Overtime pay for bargaining unit employees shall be at the rate of one and one half (1½) times the regular hourly rate.

Regular Daily Shift Overtime: Full-time and Part-time employees will be paid overtime for all hours worked in excess of their regularly scheduled daily work shift.

FLSA Overtime: Full-Time and Part-time employees will be paid overtime consistent with the FLSA “7K exemption” for all hours worked in excess of 160 hours in a twenty-eight (28) day work period. Contract note: Because of the FLSA 7k exemption employees are not paid overtime if working over 40 hours in a 7-day period. For reference purposes, the 28-day period, aka redline to redline, last initiated on December 28, 2023

Shift Trades: Hours worked as a result of voluntary shift trades are not subject to overtime pay.

For purposes of this Agreement, paid leave shall count as hours worked.

In no event will overtime pay be duplicated, pyramided or compounded. Pyramiding shall be defined as overtime pay applied to the same hours.

8.02 Within the discretion of the Sheriff, a bargaining unit employee may be granted compensatory time off for any overtime hours worked. Compensatory time shall be granted on the basis of one and one half (1½) hours time off for each hour of overtime worked. No employee may accrue more than eighty (80) hours of compensatory time off in a single pay period. Any compensatory time over this amount shall be paid out or, at the discretion of the Sheriff, shall be taken as compensatory time within a reasonable period of time to reduce the balance.

8.03 A bargaining unit employee shall be considered not available for work if during the week in question the employee was absent due to:

- a. Unpaid Leave of Absence
- b. Absent without permission

8.04 Patrol shift bidding shall occur in October of each year for the following calendar year. There shall be three (3) rounds of bidding. Employees shall bid on a seniority basis provided that an employee may not bid the same shift for more than three (3) consecutive shift sections. A shift section is a 4-month shift duration. In each round of bidding, employees shall bid for a four (4) month shift section. Sections for bidding shall be the first four (4) months of the year, the second four (4) months of the year, and the remaining four (4) months of the year. In the first round, bidding shall be by seniority from the highest to the lowest. In the second round, bidding shall be by seniority from the lowest to the highest. In the third round, bidding shall by seniority from

the highest to the lowest. Employees may bid on any available shift for any four (4) month section of the year. If the Sheriff wishes to change the patrol shifts or shift bid procedures of this section mid-term of the CBA, including, but not limited to, rotation, duration, or structure, the parties agree to meet and negotiate the proposed changes, subject to mutual agreement. Ties in seniority shall be broken by lot. The Sheriff may adjust the shift schedules for operating needs consistent with Article 7.2.

Shift bidding does not apply to the following assignments: DARE, Commercial Vehicle Inspection.

8.05 Subject to supervisory approval and consistent with the Fair Labor Standards Act (FLSA), employees may trade shifts.

ARTICLE 9 – HOLIDAYS

9.01 The following holidays shall be those recognized for the purposes of establishing a Holiday Leave Bank for each individual member of the Association: New Year's Day, Martin Luther King's Birthday, President's Day, Memorial Day, Juneteenth, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, Native American Heritage Day, Christmas Day and one (1) non- specific (floating) holiday.

9.02 Holiday Leave Bank: All eligible members of the Association will, upon the individual's initial anniversary pay period date and based on their individual assigned work schedules, will be front loaded to a Holiday Leave Bank, the number of hours equivalent to twelve (12) recognized holidays, including the floating day, set forth in sub-section 9.01. The value of a day is equivalent to the employee's work schedule upon allocation. For example, when assigned to a 10-hour shift, the value of a day is 10 hours. For example, a new employee hired on August 1st, will receive 120 hours of holiday bank if on a 10-hour shift.

Part-time employees will be front loaded on a pro-rated basis.

Members may, upon request and with the approval of the Sheriff, use paid leave from their Holiday Leave Bank. Holiday Leave Bank, including the floating day, not taken by the close of one year from the member's initial anniversary pay period date shall be forfeited.

9.03 In the event a member separates from service prior to the close of one year from the member's anniversary date, the employee shall be compensated for unused holiday leave remaining in their bank that represents annual holidays that have already occurred. The member shall not receive compensation for holidays within their anniversary year that have not yet occurred. If at the time of separation, the member has exhausted holiday leave in advance of the occurrence of one or more holidays within their individual anniversary year, the value of the leave representing those holidays shall be deducted from their final paycheck.

9.04 In any calendar year, should the BOCC declare all or any portion of December 24th as a holiday for any other County employee group it shall be deemed a holiday for all members of the Association.

ARTICLE 10 – UNIFORMS AND EQUIPMENT

10.01 Probationary (new) employees shall be furnished uniforms and department issued items as required by the Sheriff.

10.02 Bargaining unit employees who terminate their employment must turn in all equipment and uniforms provided, when separated.

10.03 Uniform Maintenance and Safety Equipment: An employee may request a County expense, or a reimbursement of up to \$1,100.00 per calendar year for the purchase of pre-approved duty related equipment and the necessary replacement and maintenance of required uniforms outside of the Class A uniform. Such maintenance and replacement values shall be for normal wear and tear and not for circumstances described in section 10.04 below. Reimbursement is subject to providing receipts or as accounted for through a County vendor or use of a County credit card upon supervisory approval. Uniform Maintenance, Safety equipment, and clothing purchased under this program are intended for the limited use of the Sheriff's office. New employees are not eligible for the reimbursement until January 1st of the next calendar year following initial hire date.

10.04 The County shall pay the cost of uniform cleaning, repair, or if not reasonably repaired, replacement, which are rendered abnormally dirty or unserviceable as a direct consequence of an employee's action in the line of duty. Normal wear and tear are expected and provided for under section 10.03 above. Any decision concerning replacement shall be final and at the Sheriffs sole discretion.

10.05 The County shall initially furnish: handguns, belts, holsters and other leather goods, asps, handcuffs, lights and other specialized equipment.

10.06 Clothing shall be replaced when it no longer presents a neat appearance suitable to a law enforcement officer representing the County. Uniforms shall be worn only while the officer is on duty or going directly to or from duty.

10.07 The primary uniform for Deputy Sheriffs shall be as described in R.C.W. 36.28.170. The Sheriff may require other uniforms appropriate to the nature of the assignment. The uniform allowance, set forth in Section 10.03 above, shall also apply to the alternative uniform.

10.08 The Employer agrees to maintain a safe workplace in accord with applicable state and federal laws and regulations, or any other mandated safety standards. In the event any employee reasonably believes that a working condition is unsafe, the employee shall immediately report the same to the Undersheriff or the Sheriffs designee. The Under Sheriff, or Sheriff's designee, if different, shall promptly investigate the allegation(s) and respond verbally or in writing to the

employee: said response shall identify what the investigation revealed and what remedial action, if any, was taken.

ARTICLE 11 - RETIREMENT AND INSURANCE

11.01 The Employer shall, during the term of this Agreement, make available to members of the bargaining unit and their dependents group medical, dental, vision, long term disability and life insurance coverages. The Employer may change insurance providers during the term of this agreement so long as the benefits provided are substantially similar to or greater than those in effect prior to the change in carrier. In the event the County seeks to change carriers, the County will provide at least sixty (60) days' notice to the Association. In the event the benefits offered under a proposed new provider are substantively less than those currently in effect, the parties agree to collectively bargain any change in provider.

11.02 Effective January 1, 2021, and for the duration of this Agreement, the Employer shall pay an amount equal to ninety percent (90%), by category, for the total combined premium, per month, per employee, for the health and welfare coverages set forth in this Agreement.

11.03 The Association agrees that the Employer may, during the term of this Agreement, secure the insurance coverages addressed in 11.01 from alternative carriers in the interest of reducing both Employer and member costs, so long as the benefit levels are substantially equal to or greater than those in effect and the costs for the alternative coverages are substantially the same as, or are lower than, those for coverages under the current provider.

11.04 The Employer shall continue to make available the Section 125 Cafeteria Plan for medical savings, health care pre-tax deductions and child care reimbursements.

11.05 The Employer shall continue its payment into the employee's retirement program (LEOFF I and LEOFF II), as established by State Law, for all bargaining unit employees defined in Section 2.02.

11.06 The Employer shall provide term life insurance equal to one times annual salary for each bargaining unit member.

ARTICLE 12 – VACATION

12.01 For the first fifty-nine (59) months of continuous employment with the Sheriff's Office, each regular bargaining unit employee shall earn vacation leave, on a per pay period basis, up to the equivalent of eight (8) hours of vacation leave per month for each full calendar month of employment accrued as ninety-six (96) hours on the employee's first day of the pay period in which the employee was hired (aka: "initial anniversary pay period date").

12.02 Upon the 60th month of continuous employment with the Sheriff's Office, each regular bargaining unit employee shall earn vacation leave, on a per pay period basis, up to the equivalent

of ten (10) hours of vacation per month for each full calendar month of employment accrued as 120 hours on the employee's initial anniversary pay period date .

12.03 Upon the 120th month of continuous employment with the Sheriff's, each regular bargaining unit employee shall earn vacation leave, on a per pay period basis, up to the equivalent of thirteen and thirty-six one- hundredths (13.36) hours of vacation per month for each full calendar month of employment accrued as 160.32 hours on the employee's initial anniversary pay period date.

12.04 Upon the 180th month of continuous employment with the Sheriff's Office, each regular bargaining unit employee shall earn vacation leave, on a per pay period basis, up to the equivalent of sixteen and sixty-seven one-hundredths (16.67) hours of vacation per month for each full calendar month of employment accrued as 200 hours on the employee's initial anniversary pay period date.

12.05 Upon the 240th month of continuous employment with the Sheriff's Office, each regular bargaining unit employee shall earn, on a per pay period basis, the equivalent of twenty (20) hours of vacation per month for each full month of employment accrued as 240 hours on the employee's initial anniversary pay period date.

12.06 When vacation is taken, vacation days shall be charged only against regular working days for such bargaining unit employee.

12.07 Vacation Accrual: Vacation accruals are earned and front loaded in 12-month increments based on the employee's initial anniversary pay period date.

For the purposes of this agreement, the initial anniversary pay period date is the first of the month if hired between the 1st and 15th of any month, or, if hired between the 16th and the last day of any month, the initial anniversary pay period date is the 16th being the first days of the pay period.

12.08 Vacation Cap: Members may accrue up to a maximum of two hundred forty (240) hours of vacation leave. Vacation leave balances in excess of two hundred forty (240) hours at the close of the twelve-month period from the member's initial anniversary pay period date shall be forfeited.

If the Employer, based on operational needs, requests that a member delay use of their vacation leave, and that request results in accrual of vacation leave in excess of 240 hours at the close of the twelve-month period from the member's initial anniversary pay period date, the resulting leave balance may carry over into the member's next succeeding twelve-month period.

12.09 Vacations shall be authorized and scheduled by the Sheriff, insofar as consistent with the efficient operation of the Sheriff's Office; the Sheriff shall endeavor to schedule vacations according to bargaining unit employee seniority choice of dates.

12.10 Upon separation from employment, a bargaining unit employee shall be compensated for earned and unpaid wages; and the earned portion of their allocated/accrued vacation leave to a maximum of two hundred forty (240) hours, effective as of the date of separation. Allocated vacation leave used in advance of its having been earned, at the time of separation, will be deducted from the monies owed the employee, or must be reimbursed prior to separation by the employee.

12.11 Seniority shall prevail both as to the time of taking vacations and the number of bargaining unit employees entitled to be off on vacation at any given time.

12.12 Earned vacation may be taken the first full pay period following ninety (90) days of eligibility. Employees changing positions and/or departments shall retain their annual leave balance.

ARTICLE 13 – SICK LEAVE AND FUNERAL LEAVE

13.01 Employees shall begin to earn sick leave from their date of hire and be allowed to use their earned and accrued paid leave after completing ninety (90) days of employment. Full-time and part-time employees who are scheduled to and work fifty percent (50%) or more of an established work period shall earn and accrue pro-rated sick leave, on a per pay period basis, up to the equivalent of eight (8) hours for each full calendar month worked.

Part-time employees who are scheduled to and work less than fifty percent (50%) of the established full-time annual work schedule shall earn one (1) hour of sick leave for every forty (40) hours of work performed.

13.02 Employees shall start to earn sick leave from their date of hire and may accumulate earned sick leave, on a per pay period basis, up to a maximum of nine hundred sixty (960) hours. Consistent with County policy, employees may accumulate sick leave in excess of the above allowed maximum during a calendar year, however, accrued sick leave which exceeds the maximum cap at the end of each calendar year will automatically be forfeited without a required action on the part of either party.

13.03 A bargaining unit employee may use their accrued sick leave in the case of personal illness or injury, or to care for their child, or other immediate family member with a health condition that requires treatment or supervision, as set forth in Washington State law, including FMLA and Washington Paid Medical Family Leave, and County policy.

Paid Family and Medical Leave (PFML) is provided under Washington State statutes. The County and employees shall fund this leave at the rates required under state law and regulations. The employees share shall be paid through payroll deduction.

Employees wanting additional information or desiring to apply for any of the referenced leaves should contact the Human Resources Department.

Employees may need to provide medical verification of illness for leave over 3 days and a medical release to return to work consistent with County policy and law.

13.04 The bargaining unit employee shall, not later than one (1) hour before the employee is due to report for duty, if physically possible, send notice to the Sheriff, or designee, by telephone or otherwise on their first day off duty.

13.05 A bargaining unit employee will be charged with days off sick leave only on those days when the employee would have worked regularly.

13.06 Bereavement Leave:

- A. Any employee may use up to 5 days of accrued sick leave to grieve or make funeral and estate arrangements, attend and travel to and from the funeral for any member of the employees' immediate family. The immediate family shall be defined consistent with RCW 49.46.210(2).
- B. All other leave for funerals will be taken without pay or taken out of compensatory time or vacation time, subject to notice and approval.

13.07 If additional time is needed, it may be taken out of compensatory time or accrued vacation.

13.08 Workers Compensation: Bargaining unit employees who sustain an on-the-job injury or illness or who must be absent from work due to an incident for which they are eligible to receive coverage from L&I will select sick leave, or any other paid leave to cover the first three (3) days of their period of recovery. If L&I makes a determination that the claim is valid and provides coverage back to the date of the incident, the sick leave or any paid leave expended may be credited back to the employee's leave balance.

Upon determination by L&I of eligibility, the employee may select the following options:

- A. The employee may continue to receive full salary, including all premium pay and benefits, until benefits, until such time as the employee exhausts all paid leaves. The difference between L&I payment and the employee's salary shall be charged to the employee's paid leaves as designated by the employee. The employee shall turn over the L&I payment within five (5) days of receipt. Failure to reimburse the County may result in legal action and discipline. Once the employee exhausts all accrued paid leaves, the employee shall be placed on leave-without-pay and shall only draw from L&I.
- B. The employee can choose to be on leave-without-pay and shall only draw from L&I.

The maximum period of supplementation under Section 1 that any employee may receive under this benefit is one year from the date of the incident. After this period, if the

employee is unable to perform the essential functions of the job, with or without a reasonable accommodation, the employee may be terminated.

13.09 Employees having sixty (60) days or more accrued sick leave, may dedicate accrued sick leave into a bank whereby a needy employee who has exhausted all accrued benefits might be helped in an emergency. Dedications shall be made voluntarily, anonymously, with a prohibition against one to one (1-to-1) solicitation. Dedications may be made at any time and may be directed to be utilized by a particular employee in need.

13.10 Employees shall be allowed a four (4) hour to one (1) hour conversion of sick leave to annual leave for all earned paid sick leave in excess of nine hundred sixty (960) hours utilizing the Employer's conversion process. Employees cannot accrue more than two hundred forty (240) hours of annual leave in any given year. Annual leave days acquired through the above conversion shall not be compensable upon an employee's departure or retirement.

ARTICLE 14 – GRIEVANCE PROCEDURE

14.01 A grievance is defined as: Any claim or dispute, by an employee or the Association, concerning the application, interpretation or administration of this Agreement. For matters covered by Chapter 41.14 of R.C.W. and the Whitman County Civil Service Rules, an employee shall elect as to whether the employee wishes to proceed under the Civil Service Rules or Collective Bargaining Agreement.

If an employee elects to proceed under the Collective Bargaining Agreement, the following process shall apply.

14.02 STEP 1. The parties agree that every effort should be made to resolve grievances informally between the employee and their immediate supervisor, or such other management representative as is appropriate. A grievance will begin when filed by an employee, or the Association, in writing, and within ten (10) days after the occurrence, or within ten (10) days after the employee and/or Association becomes aware of the problem. The written grievance shall contain a brief statement of the facts, specific provision(s) of the Agreement violated, and remedy sought. The immediate supervisor, or other management representative shall respond to the grievance, in writing, within ten (10) days of receipt of the grievance. For the purposes of this article, days are calendar days.

14.03 STEP 2. Within ten (10) days following receipt of a response from the immediate supervisor or other management representative, the employee or Association may present the grievance, in writing, to the Sheriff or designee. Upon receipt of a grievance the Sheriff or designee shall, within thirty (30) days, have a meeting with the grievant and Association, to hear the grievance. In the same thirty (30) day time period and after the meeting, the Sheriff or designee shall respond, in writing, to the grievant and the Association.

14.04 STEP 3. If the grievance is not resolved at Step 2, the Association shall give written notice to the County Commissioners, within ten (10) days of receipt of the conclusion of Step 2 County response, that it wishes to proceed to grievance mediation. Mediation is not required for termination grievances.

The Association shall submit a written request to the Public Employment Relations Commission (PERC) to secure the services of a mediator within fifteen (15) days of the notice to the County Commissioners of the Association's request to proceed to mediation. The parties agree to facilitate the scheduling of mediation as soon as practicable. If the County or the mediator are unavailable to conduct the mediation within thirty (30) days from the date the mediator is assigned by PERC, the Association may unilaterally cancel the mediation and proceed to arbitration. The thirty-day timeline under this section may be waived or extended by the Association, or by mutual agreement of the parties. Either party participating in a mediation may declare an impasse and terminate the mediation if a party believes the mediation process will not reach a satisfactory resolution.

14.05 Arbitration: In the event a resolution is not achieved through the mediation process, or if no mediation occurs or is required, the matter may be referred to arbitration. The parties shall request the Public Employees Relations Commission to furnish a list of seven (7) potential arbitrators and selection shall be made from this list by the process of elimination. The decision concerning which party shall strike names first shall be determined by the flip of a coin.

14.06 The County and Association shall each pay their own expenses connected with the arbitration except that the charges made by the impartial arbitrator shall be shared equally by the County and the Association.

14.07 The parties further agree: (1) the arbitrator shall conduct the hearing and that the arbitrator's ruling(s) with respect to procedure and all objections to the exclusion or inclusion of evidence shall be binding, during the hearing, upon the parties; (2) the arbitrator or either party may call any employee(s) or other person(s) as a witness during the proceeding, and if the employee(s) is on duty the employer agrees to release the employee(s) from duty to appear as a witness. If an employee is called as a witness by the Employer, the employee will be reimbursed for their lost time if off duty; (3) that the arbitrator shall make best efforts to render a written decision and/or award within thirty (30) days from the date of the conclusion of the hearing, and the decision and/or award shall be final and binding upon the parties. The arbitrator's authority is limited to the express terms of this agreement.

14.08 Grievances shall be processed in accordance with the following procedures and within the stated time limits. If at any step of the grievance procedure the County fails to issue a response within the time limits set forth in this Article the grievance will be advanced to the next step. If an employee or the Association fails to file, move forward or address a grievance within the time limits set forth at any step of the grievance procedure, the grievance shall be considered dismissed. Time limits referred to in this Article may be waived or extended by mutual agreement in writing.

ARTICLE 15 - EXPENSES

15.01 Consistent with County code, bargaining unit employees required and approved to use their personal cars for County business shall receive an allowance for each mile of necessary travel on County business equal to that as provided by the IRS to its employees.

15.02 Travel meals or other expenses shall be paid for by the County, for bargaining unit employees who are out of Colfax or away from their scheduled duty station on official business, as provided for in County Code, Chapter 2.39.

15.03 If bargaining unit employees are required by the County to move from their residence to maintain employment, the County shall pay the moving expense.

ARTICLE 16 – WAGES

16.01 Salary Adjustments: For Deputies and Sergeants, the salary steps set forth in the Collective Bargaining Agreement's Hourly Wage Schedule (Appendix A) shall each be increased as set forth below:

January 1, 2024: Effective January 1, 2024, the current hourly wage schedule for Deputies and Sergeants will receive a market adjustment of 6.5%

Effective January 1, 2024, and after the market adjustment above, the hourly wage schedule for Deputies and Sergeants will be increased by a cost-of-living adjustment of 3.5%.

January 1, 2025: Effective the first full pay period on January 1, 2025, the hourly wage schedule for Deputies and Sergeants will be increased by a cost-of-living adjustment of 4%.

January 1, 2026: Effective the first full pay period on January 1, 2026, the hourly wage schedule for Deputies and Sergeants will be increased by a cost-of-living adjustment of 4%.

Hourly wage increases are first applied at Step 1 and additional steps are adjusted consistent with past practice. Steps for Deputies are 5% apart, and Steps for Sergeants are 2% apart. Hourly values will be rounded to the nearest cent.

At the discretion of the Sheriff, a new law enforcement hire with current Washington certification and/or prior law enforcement certification in an approved State, as determined by the Sheriff, may be placed at a step above Step 1.

The time increments between steps shall remain unchanged for the duration of this Agreement.

Verification: The verification process will require that each employee requesting eligibility for the education incentive, provide to the Human Resource Department certification of their having attained an Associates, Bachelors, or a transcript of their having earned a minimum of ninety (90) quarter credit hours or 60 semester hours. Human Resources will reply within 30 days of receipt of the request, and if denied, provide a written explanation.

16.04 Field Training Officer Incentive: Effective the month following execution of this agreement, certified FTO trainers assigned by the Sheriff to a trainee for FTO training will receive a premium incentive of 5% of their base hourly rate for all hours worked while performing the duties of an FTO, inclusive of time spent with the trainee and any required paperwork.

16.05 Canine Handler Assignment. At the discretion of the Sheriff, the Sheriff may utilize a canine for operations. An employee assigned as a Canine Handler will receive a an additional 2% for their base hourly rate for the period of the canine assignment.

16.06 SWAT Team Assignment. At the discretion of the Sheriff, the Sheriff may assign an employee to the SWAT Team. An employee assigned to the SWAT Team will receive an additional 2% for their base hourly rate for the period of the assignment. The Sheriff reserves the right to rotate SWAT Assignments.

ARTICLE 17 - WORK STOPPAGES

17.01 Under no circumstances shall the Association, its officers, bargaining unit employees directly or indirectly cause, instigate, support, encourage or condone strike action. Nor shall any Association member or party of this bargaining unit directly or indirectly take part in any action against or interfere with the operations of the County such as a strike, work stoppage, sit down, stay in, slow down, curtailment of work, restriction of production or demonstration at any location whatsoever during the term of this Agreement. The Association further agrees to make every effort to convince employees to refrain from such activities should they occur.

Any bargaining unit employee participating in or causing such an activity shall be considered by the County as subject to immediate dismissal or other appropriate disciplinary action, subject to the grievance procedure in this Agreement. The County agrees that during the term of this Agreement there shall be no Lockout.

ARTICLE 18 - ENTIRE AGREEMENT

18.01 The terms hereof cover the entire Agreement between the parties, and all rights not specifically abridged or limited herein are reserved exclusively to the Employer, regardless of whether or not such rights have previously been exercised by the Employer. There shall be no past practices, verbal or written agreement between the Employer and the bargaining unit employees in violation of this Agreement. This Agreement contains all of the covenants, stipulations and provisions agreed upon and no representative of either party has authority to make, and none of the parties shall be bound by any past practices in conflict with the terms of

this Agreement, statements, representations of agreement reached prior to signing of this Agreement and not set forth herein.

18.02 The employment relationship between the County and bargaining unit employees is governed by this Agreement and the Whitman County Personnel Policies and Procedures Guide, as it exists at the time of ratification of this Agreement. Unless covered by this Agreement, the County Personnel Policies and Procedures apply. In the event of a conflict between the terms and conditions of this Agreement and terms and conditions of the County's Personnel Policies and Procedures Guide, the Agreement's terms shall apply.

ARTICLE 19 – DISCIPLINE/DISCHARGE

19.1 The parties agree that the purpose of progressive discipline is to allow bargaining unit employee proper notice of performance deficiency, the opportunity to improve performance and to allow the Employer to document disciplinary matters. No non-probationary employee may be disciplined except for just cause.

19.2 The County has adopted a progressive disciplinary policy to insure a nondiscriminatory method of disciplining employees.

Formal Discipline: Formal progressive discipline includes written reprimand, suspension without pay, demotion, and termination. However, exceptions or deviations to progressive discipline may occur when circumstances warrant.

Counseling: Forms of evaluation or counseling are not discipline. These are lesser means of resolving issues related to daily operations for conflicts, such as oral or written warnings, directives and work improvement plans. These forms of counseling may serve as evidence of notice of rule/knowledge or for future progressive actions. Oral warnings reduced to writing are not considered to be discipline and may not be protested through the grievance procedure. Documented counseling will be labeled as counseling and can be maintained in the supervisory file to be reviewed with yearly evaluations. Counseling documents are considered stale after being addressed in the yearly evaluation or after one year, the longer of either, absent continual similarly related conduct. Counseling documents are not directly placed in the personnel file. Employees may provide a rebuttal to a counseling within 15 days of receipt. Nothing in this Article shall be construed to prevent or prohibit a superior from discussing operational matters informally with employees.

19.3 **Administrative Investigatory Employee Interviews:** In the event an employee is being interviewed for an internal investigation to investigate allegations of misconduct that could lead to a formal disciplinary action of written reprimand, suspension without pay, demotion or termination, the following applies:

- A. Prior to an investigatory interview of the employee, the County will give at least 24 hours' written notice of interview, to the employee and the Association stating the nature of the

allegations. The written notice will state the employee has the right to an Association representative present during the investigatory interview. The parties agree to some flexibility in the 24-hour notice period to allow for scheduling Association representation to be present.

- B. Interviews will take place at County facilities to the extent possible.
- C. The interview will be audio recorded, and a copy will be provided to the Association or employee in a timely manner upon request. The Association/employee may also audio record the interview subject to providing advanced notice. A copy of any recording or transcription will be provided to the other party upon request.
- D. If an employee under an administrative investigation is questioned about evidence portrayed on a video or audio recording, the employee/Association representative will have an opportunity to review the evidence after the investigator's initial questioning, and an opportunity to supplement the record after reviewing the video or audio recordings.
- E. In any administrative investigation, the employee will be given a Garrity notice and will be required to answer any questions reasonably related to the subject matter under investigation. The employee may be disciplined for refusing to answer such questions.
- F. In administrative investigations involving the use of force, the employee shall have the right to consult with an Association representative or attorney prior to being required to give an oral or written statement about the use of force, except for when providing a public safety statement on scene.

This section does not apply to discussions or inquiry with an employee for matters not arising to the level of possible discipline of written reprimand, suspension without pay, demotion, or discharge. Employees are encouraged to ask whether the discussion or inquiry may lead to discipline.

The County will make best efforts to conduct investigations of misconduct in a timely manner. If an investigation continues past 90 days, the County will provide the employee and the Association an explanation for the delay.

19.4. Pre-disciplinary Meeting (*Loudermill*): Employees will be given the opportunity for a pre-disciplinary meeting prior to imposing a formal discipline of written reprimand suspension, demotion or termination discharge. Prior to a pre-disciplinary meeting, the employer will provide the employee and Association a written notice of pre-disciplinary meeting including, the factual findings and sustained policy violations, the investigatory report and materials relied upon of the Employer's evidence supporting the findings, and the sanction being considered. In the pre-disciplinary meeting, or by a written statement in lieu, the employee and/or the Association shall have the right to respond to said charges and present any mitigating factors. The pre-disciplinary meeting will be scheduled for a mutually agreed upon date after the employee/Association have

received the written notice and materials. In no event will the meeting be delayed more than 10 calendar days from the date of the written notice without mutual agreement.

19.5 **Imposition of Discipline:** Final Formal disciplinary actions will be provided in writing to the employee and the Association in a private manner when imposed. A final disciplinary action will include a summary of the findings, policy violations, and explanation of the sanction/s imposed. Non-probationary employees may grieve formal disciplinary actions imposed. Probationary employees may be disciplined without a right of appeal or grievance.

19.6 **Personnel File:** Formal disciplinary actions will be maintained in an employee's personnel file. At the request of the employee, a written reprimand may be removed from the employee's personnel file after thirty-six (36) calendar months from the date of imposition so long as the employee has not received counseling or other discipline for the same or similarly related conduct. Written reprimands removed from the employee's personnel file will be considered stale, however, will be maintained for civil purposes and for notice of rule.

ARTICLE 20 - ASSOCIATION BUSINESS

20.01 Up to two (2) members of the Association may attend negotiations without loss of pay.

20.02 Association officers and representatives may attend meetings with the County, or Sheriff for the purpose of discussing grievances, contract administration and other matters relating to conditions of employment without loss of pay.

20.03 Association members shall be allowed up to one (1) hour, on duty, to attend Association meetings without loss of pay, so long as they remain available for calls.

20.04 Association representatives shall be allowed to meet with a grievant on duty without loss of pay for the purpose of investigating and/or adjusting potential or actual grievances.

ARTICLE 21 - SAVINGS CLAUSE

21.01 Should any part of this Agreement be rendered or declared invalid by reason of any enacted legislation or by decree of a court of competent jurisdiction such invalidation shall not invalidate the remaining portions of this Agreement and the remaining parts shall remain in full force and effect.

21.02 Upon any part of this Agreement being rendered invalid, the parties agree to meet within a reasonable time to negotiate the part of this Agreement affected by the invalidation.

ARTICLE 22 – PAY DAY

22.01 Association members shall be paid twice per month on the days designated by the County. Employees are paid hourly.

Paydays are generally on the 10th and 25th of the month, however if the payday falls on a Saturday or Sunday, the payday is Friday or Monday respectively. If the payday falls on a holiday, the pay day is the closest business day (M-F) prior to the holiday.

ARTICLE 23 – DURATION

This Agreement shall be effective from January 1, 2024 through December 31, 2026. This Agreement may be amended, in writing, upon mutual agreement of the parties. At least sixty (60) days prior to the termination date of this Agreement, either party may request, in writing, that negotiations commence for the purpose of bargaining a successor Agreement. During the period of negotiations for a successor agreement, this Agreement shall remain in full force and effect.

SIGNATURES

DATED this 26th day of December, 2023.

DATED this 24 day of Dec, 2023.

FOR WHITMAN COUNTY

**FOR WHITMAN COUNTY DEPUTY
SHERIFF'S ASSOCIATION**



Michael Largent, Chair
Date:



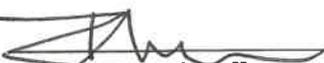
Christopher Olin, WCDSA President



Arthur Swannack, Commissioner
Date:



Tom Handy, Commissioner
Date:



Brett Myers, Sheriff
Date:

ADDENDUM A - PAID RESERVE DEPUTIES

Paid Reserve Deputies shall be Level 1 status Reserve Deputies hired as a temporary part-time employee not to exceed ninety (90) working days of employment in any twelve (12) consecutive calendar months. Paid Reserve Deputies are paid hourly based upon Deputy Sheriff Step A, Grade 12. Paid Reserve Deputies are not regular employees and are not entitled to benefits or seniority.

If the County receives a legal opinion indicating that the Paid Reserve Deputies Addendum violates the FLSA or Washington State law, then the County may exercise one of the following options:

- A. Make all Reserve Deputies volunteers; or
- B. Reopen Addendum A and negotiate a modification with the Whitman County Deputy Sheriffs' Association.

APPENDIX A

**WHITMAN COUNTY SHERIFF'S ASSOCIATION
DEPUTY HOURLY WAGE SCHEDULE**

JANUARY 1, 2024 THROUGH DECEMBER 31, 2024

	TIME BETWEEN STEPS:	6 MOS	12 MOS	18 MOS	24 MOS
	STEP A	STEP B	STEP C	STEP D	STEP E
Deputies	\$ 33.69	\$ 35.37	\$ 37.14	\$ 39.00	\$ 40.95

	TIME BETWEEN STEPS:	1 YEAR	1 YEAR	1 YEAR	18 MOS
	STEP A	STEP B	STEP C	STEP D	STEP E
Sergeants	\$ 43.85	\$ 44.73	\$ 45.62	\$ 46.54	\$ 47.47

JANUARY 1, 2025 THROUGH DECEMBER 31, 2025

	TIME BETWEEN STEPS	6 MOS	12 MOS	18 MOS	24 MOS
	STEP A	STEP B	STEP C	STEP D	STEP E
Deputies	\$ 35.04	\$ 36.79	\$ 38.63	\$ 40.56	\$ 42.59

	TIME BETWEEN STEPS	1 YEAR	1 YEAR	1 YEAR	18 MOS
	STEP A	STEP B	STEP C	STEP D	STEP E
Sergeants	\$ 45.60	\$ 46.52	\$ 47.45	\$ 48.40	\$ 49.36

JANUARY 1, 2026 THROUGH DECEMBER 31, 2026

	TIME BETWEEN STEPS:	6 MOS	12 MOS	18 MOS	24 MOS
	STEP A	STEP B	STEP C	STEP D	STEP E
Deputies	\$ 36.44	\$ 38.26	\$ 40.18	\$ 42.18	\$ 44.29

	TIME BETWEEN STEPS:	1 YEAR	1 YEAR	1 YEAR	18 MOS
	STEP A	STEP B	STEP C	STEP D	STEP E
Sergeants	\$ 47.42	\$ 48.37	\$ 49.34	\$ 50.32	\$ 51.33